

Jessica Shaw Games and affiliates Sweeps Rules

VERSION: 1.0

DATE OF LAST UPDATE: April 9, 2024

NO PURCHASE OR PAYMENT NECESSARY TO PARTICIPATE. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE A PARTICIPANT'S CHANCES OF WINNING.

"Jessica Shaw Games" and affiliates is an online service which offers Participants the chance to play games provided by 3rd parties for entertainment and enjoyment. "Jessica Shaw Games" and affiliates also give away sweepstakes entries referred to as "Credits" as set out in these Sweeps Rules. Credits can be used to Participate in Promotional Play for a chance to win further Credits which are redeemable for real prizes.

CREDITS MAY BE SUBJECT TO A MINIMUM PRIZE REDEMPTION OF WHICH THIS INFORMATION CAN BE OBTAINED THROUGH COMMUNICATION WITH US THROUGH ONE OF OUR AFFILIATED FACEBOOK PAGES. AMOUNTS BELOW THE THRESHOLD MAY NOT BE ELIGIBLE FOR PRIZE REDEMPTION.

These Sweeps Rules are to be read in conjunction with the "Jessica Shaw Games" and affiliates Terms and Conditions (T&Cs). Terms which are defined in the T&Cs have the same meaning in these Sweeps Rules.

Please note that these Sweeps Rules incorporate clause 24 of the T&Cs, which include a provision waiving the right to pursue any class, group or representative claim and requiring you to pursue past, pending, and future disputes between you and us through individual arbitration unless you opt out within the specified time frame. see clause 11 of these Sweeps Rules for more information.

1. ELIGIBILITY TO PLAY at "Jessica Shaw Games" and affiliates

1.1. The following definitions apply to these Sweeps Rules:

- a. Eligible Participants means legal residents of the Permitted Territories;
- b. Permitted Territories means the United States (other than the states of Idaho, Michigan, Montana and Washington), and Canada (other than the province of Quebec);
- c. Participant means a person who participates in Promotional Play;
- d. Postal Request Code has the meaning set out in clause 3.4 of these Sweeps Rules;

1.2. Promotional Play means "Jessica Shaw Games" and affiliates' sweepstakes promotions.

Promotional Play is only open to:

Eligible Participants, who are at least eighteen (18) years old or the age of majority in their jurisdiction, (whichever occurs later) at the time of entry. By participating, you concur that you are of this eligible age. PARTICIPATION IS VOID WHERE PROHIBITED BY LAW.

1.3. The Sweepstakes is subject to all applicable federal, state, provincial, territorial and local laws and regulations. It is the sole responsibility of a Participant to determine whether the Sweepstakes is legal and compliant with all regulations in the jurisdiction in which the Participant resides.

1.4. Participation constitutes the Participant's full and unconditional agreement to these Sweeps Rules and Sponsor's/Promoter's decisions, which are final and binding in all matters related to the Sweepstakes.

1.5. Winning a prize is contingent upon fulfilling all requirements set out in these Sweeps Rules.

1.6. Employees of Jessica Shaw Games, any of their respective affiliates, subsidiaries, holding companies, advertising agencies, or any other company or individual involved with the design, production, execution or distribution of the Sweepstakes and their immediate family (spouse, parents, siblings and children, whether the relationship is by birth, marriage or adoption) and household members (people who share the same residence at least 3 months of the year) are not eligible to participate.

2. SPONSOR/PROMOTER

The Sponsor/Promoter of the Sweepstakes is "Jessica Shaw Games" and affiliates. The games provided are from 3rd parties and are in no way owned or operated by Jessica Shaw Games or any affiliates.

3. HOW TO COLLECT CREDITS

3.1. To Participate, you must have an active Customer Account. If you do not have a Customer Account, you

can create one free of charge by messaging us on one of our affiliated facebook pages. To enter the Sweepstakes, a Participant must access "Jessica Shaw Games" by messaging one of our affiliated Facebook pages.

3.2. Once they have accessed a "Jessica Shaw Games" affiliated page, there are 4 potential ways for an Eligible Participant to collect Credits:

(a) Receive Credits as a free bonus when purchasing Artwork. Each Participant may receive Credits as a bonus upon the purchase of Artwork.

Artwork has no monetary value or use. Artwork cannot be redeemed for prizes. The number of Credits a Participant will receive as a bonus for each relevant Artwork purchase will be reflected in the account balance of the game that you choose to play. All purchases of Artwork are final and no refunds will be given.

(b) Receive Credits for sharing posts from one of the "Jessica Shaw Games" affiliated Facebook pages. The Sponsor/Promoter always holds Credits at no-cost events in which Participants can enter by following the instructions provided by messaging one of our affiliated Facebook pages. These giveaways may require sharing specific Facebook page posts or answering various game related questions to be eligible for entry. The amount of Credits given away will be stated on the applicable no-cost Credits message that we provide when you inquire.

(c) Receive Credits by collecting the Daily Bonus. Eligible Participants can receive free Credits on a daily basis by taking the following steps (Daily Bonus):

- i. sign into one of your game accounts;
- ii. Spin the daily wheel for Credits.
- iii. Participants can spin the wheel once per day.

(d) Receive Credits from any giveaways that a "Jessica Shaw Games" affiliated Facebook page may hold.

(e) Receive Credits by sending a request by post. Participants can receive free Credits by sending a standard post card or piece of white paper (Request Card) which must be 4" x 6", unfolded, blank and unlined and placed inside a stamped #10 envelope addressed in handwriting, to the following address and satisfying the requirements set out below:

i. Address:

JESSICA SHAW GAMES
PO BOX #100118
PITTSBURGH, PA 15233

Participants must:

i. handwrite their return address on the front of the envelope and the words: "Sweepstakes Entries"; and

ii. handwrite all of the following on only one side of the Request Card inserted inside the envelope:

A. in the top-left corner, in the following order:

- their full name as shown on their government issued identification;
- their username and game they would like the credits added to;
- the return/residential address; and
- the following statement:

"I wish to receive Credits to participate in the sweepstakes promotions offered by Jessica Shaw Games. By submitting this request, I hereby declare that I have read, understood and agree to be bound by Jessica Shaw Games' Terms and Conditions and Sweeps Rules."

iii. FOR THE AVOIDANCE OF DOUBT, COMBINED REQUESTS SENT VIA PACKAGE OR PARCEL DO NOT MEET THE REQUIREMENTS SET OUT ABOVE AND ARE INVALID.

3.3. There is a limit of one Request Card per outer envelope. For each Request Card a Participant submits in accordance with the above requirements, the Participant will receive 2 Credits. The Credits will be added to the Participant's Customer Account. NOTE: A Participant must ensure that their handwriting is legible. If the Participant's handwriting is not legible, the entry will be void and the Credits will not be added to the Participant's Customer Account. The legibility of a Participant's handwriting will be determined by Sponsor/Promoter in its sole discretion. THE REQUEST MUST ONLY BE MADE BY THE PARTICIPANT AND MUST BE POSTED FROM THE SAME STATE OR PROVINCE AS THE PARTICIPANT'S VERIFIED RESIDENTIAL ADDRESS. Requests made by any other individual or any entity (including but not limited to commercial sweepstakes subscription notification and/or entering services) or posted from a state or province different to the Participant's verified residential address will be declared invalid and Credits will not be added to the Participant's Customer Account. Tampering with the entry process or the operation of the Sweepstakes, including but not limited to the use of any device or software to automate the Credit request/entry process or to unfairly assist the Participant with meeting the handwriting requirement, is prohibited and any requests/entries

deemed by Sponsor/Promoter, in its sole discretion, to have been submitted in this manner will be void. Where there is an issue or fault with an envelope used by a Participant to request free Credits, such that it does, or is reasonably likely to, cause damage to, or otherwise adversely affect, equipment used or procedures implemented to process mailed in requests (for example, handmade envelopes that are not suitable for machine processing due to poor quality or non-standard adhesive or paper), such entry will be void. In the event a dispute regarding the identity of the individual who actually submitted a request or whether a request satisfies the requirements set out above cannot be resolved to Sponsor/Promoter's satisfaction, the affected request/entry will be deemed ineligible.

3.4. The amount of Credits a Participant has will be displayed in each of their respective game accounts. The amount of Credits to be allocated to Participants can be changed at any time by the Sponsor/Promoter in its sole discretion.

3.5. Sponsor/Promoter is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected Credit requests or allocations.

3.6. In the event of a dispute as to any registration of a participant's account, the authorized account holder of the information used to register the account will be deemed to be the Participant. The "authorized account holder" is the natural person assigned the information by an internet access provider, online service provider or other organization responsible for assigning information for the domain associated with the submitted information.

3.7. Use of any automated or other system(s) to Participate, to acquire Credits or play the games is prohibited and will result in disqualification and loss of eligibility to participate in the games.

3.8. Credits are only valid for sixty (60) days from the date a Participant last logged on to their 3rd party game account and are subject to expiration at the sponsor/promoter's discretion.

3.9. Credits may also be forfeited if a Participant's Customer Account is closed for any reason, or at the Sponsor/Promoter's discretion.

4. USING CREDITS TO PLAY GAMES

4.1. Participants with Credits can use those Credits to play games within the 3rd party gaming platforms on their accounts provided by "Jessica Shaw Games" and affiliates for a chance to win additional Credits. Credits won through game play can be redeemed for real prizes.

4.2. Within the 3rd party games there are different games. The amount of Credits required to play each game will be detailed within the game. A Participant may be able to increase the amount of Credits they play the game with so they can increase their potential winning eligibility.

4.3. Only games played with Credits provide the opportunity to redeem winnings for real prizes. The prize that can be won while playing a game will be shown in the games by clicking the "Win Table" or "Pay Table" button.

4.4. Each Credit that has been won through game play (rather than collected using one of the methods described in clause 3 of these Sweeps Rules) can be redeemed for a prize.

4.5 The amount of Credits in a participant's account on each individual 3rd party platform are treated separately. Swapping Credits from one game to another is done solely at the discretion of the Sponsor/Promoter, in which requests to swap Credits can be rejected at any time.

4.6. Sponsor's/Promoter's decisions as to the administration and operation of the Sweepstakes, and the amount of winnings are final and binding.

4.7. Unless Sponsor/Promoter requires otherwise, any Credits allocated to a Participant are required to be played once before they are eligible to be redeemed for prizes.

Sponsor/Promoter may, in its sole discretion, require that any Credits allocated to a Participant must be played a greater number of times (not greater than 20) in any combination of Credits games before they are eligible to be redeemed for prizes.

4.8. Sponsor/Promoter reserves the right to change/disable the games/platforms on any of the 3rd party platforms at any time.

5. VERIFICATION AND CONFIRMATION OF POTENTIAL WINNERS

5.1. Potential sweepstakes winners are subject to verification by sponsor/promoter (in any manner it may choose) and the decisions of sponsor/promoter are final and binding in all matters related to the sweepstakes. A participant is not a winner of any prize, even if the online screen indicates they are, unless and until the participant's eligibility and the potential winning play has been verified and the participant has fully complied with these Sweeps Rules and been notified that verification is complete. Sponsor/Promoter will not accept screenshots or other purported evidence of winning in lieu of its validation process.

5.2. Potential prize winners must comply with these Sweeps Rules and winning is contingent upon fulfilling all requirements.

5.3. A potential prize winner may be required to provide a method of verification including, but not limited to, a confirmation message, email address, or identification to the Sponsor/Promoter.

5.4. If a potential winner cannot be contacted, fails to properly verify as described in 5.3, fails to comply with the Sweeps Rules, or if the prize or prize notification is returned as undeliverable, that potential winner forfeits the prize.

5.5. In the event that a potential winner of a Sweepstakes prize is disqualified for any reason, Sponsor/Promoter may, in its sole discretion, reseed the prize back into the Sweepstakes.

6. PRIZES

6.1. A Participant's Credit balance is shown in the Participant's accounts on each of the 3rd party games that they have an account for with "Jessica Shaw Games" or an affiliated Facebook page.

6.2. Prizes are not awarded until redeemed. A Participant has no rights to Credits that have not been redeemed.

6.3. Where a Participant has chosen to redeem prizes for cash, the payment will be made in the same method used to purchase Artwork, or in the method that best suits the Sponsor/Promoter. Sponsor/Promoter reserves the right to require the use of the same payment method for redemption of prizes as was used to purchase Artwork, or a specific payment method at Sponsor/Promoter's discretion, including, but not limited to, refunding the original payment used to purchase Artwork as some of, or all of the prize.

6.4. If a Participant would like to redeem prizes for gift cards, they may request this by messaging "Jessica Shaw Games" or an affiliated Facebook page for details on redemption.

6.5. Sponsor/Promoter may only process a prize redemption if the redeemed value of the prize satisfies the minimum redemption amount if one was specified when messaging a “Jessica Shaw Games” affiliated Facebook page.

6.6. To be eligible for a credits prize or a credits prize redemption a participant must be an eligible participant.

6.7. The maximum redemption value of a Credits prize won on any one play, via a Participant’s participation in the Sweepstakes is US\$600 or a value otherwise determined by “Jessica Shaw Games” and affiliates. Any prize valued in excess of US\$600 is subject to being reduced to a value of US\$600 at the Sponsor/Promoter’s discretion.

6.8. Sponsor/Promoter reserves the right, in its sole discretion, to limit a Participant’s redemption of Credits and/or offer a partial prize for values over the maximum redemption. No more than the stated number of prizes will be awarded.

6.9. Sponsor/Promoter is not responsible for any taxes or fees associated with a prize redemption. Participants are responsible for all applicable taxes and fees associated with prize receipt and/or redemption.

6.10. Sponsor/Promoter is not responsible for any foreign exchange transaction fees, charges or related costs that may be incurred as a result of, or in relation to, a prize redemption, including but not limited to any losses or additional costs arising from foreign exchange or cryptocurrency fluctuations.

6.11. Credits are not transferable and no substitution will be made except as provided herein at the Sponsor’s/Promoter’s sole discretion. Sponsor/Promoter reserves the right to substitute the listed prize of equal or greater value for any reason owing to circumstances outside Sponsor’s/Promoter’s reasonable control.

6.12. Prize winners will be notified by private message.

7. ENTRY CONDITIONS AND RELEASE

7.1. By Participating, each Participant agrees to:

(a) comply with and be bound by:

i. the T&Cs;

ii. these Sweeps Rules; and

iii. the decisions of the Sponsor/Promoter which are binding and final;

(b) release and hold harmless the Sponsor/Promoter and its parent, subsidiary, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the Released Parties) from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a Participant’s entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance or use or misuse of prizes (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and

(c) indemnify, defend and hold harmless the Sponsor/Promoter from and against any and all claims, expenses, and liabilities (including reasonable attorneys/legal fees) arising out of or relating to a Participant's participation in the Sweepstakes and/or Participant's acceptance, use or misuse of prizes.

8. PUBLICITY

Except where prohibited, participation in the Sweepstakes constitutes each Participant's consent to Sponsor's/Promoter's and its agents' use of Participant's name, likeness, photograph, voice, opinions and/or hometown and state/province/territory for promotional purposes in any media, worldwide, without further payment, notice or consideration.

9. GENERAL CONDITIONS

9.1. Sponsor/Promoter reserves the right to cancel, suspend and/or modify the Sweepstakes or these Sweeps Rules, or any part of the Sweepstakes or these Sweeps Rules, with immediate effect owing to circumstances outside its reasonable control and only where circumstances make it unavoidable if any fraud, technical failures or any other factor beyond Sponsor's/Promoter's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor/Promoter in its sole discretion.

9.2. Sponsor/Promoter reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Sweeps Rules or any other promotion or in an unsportsmanlike or disruptive manner.

9.3. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law and, should such an attempt be made, Sponsor/Promoter reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's/Promoter's failure to enforce any term of these Sweeps Rules shall not constitute a waiver of that provision.

9.4. In all other cases, the Sponsor/Promoter reserves the right to cancel, suspend and/or modify the Sweepstakes. Any notice regarding cancellation or suspension will be posted on "Jessica Shaw Games" at <https://jessicashawgames.com> and/or an affiliate Facebook page.

9.5. Whenever we amend these Sweeps Rules in a way that would limit your current rights or which may be to your detriment, we will notify you upon your next visit to the Platform and you will be required to re-confirm your acceptance prior to participating in any Promotional Play. If you do not agree to the amended Sweeps Rules, you may not participate in any Promotional Play.

10. LIMITATIONS OF LIABILITY

10.1. Insofar as permitted by law in the respective territories, the Released Parties (as defined above) are not responsible for:

- (a) any incorrect or inaccurate information, whether caused by a Participant, printing error or by any of the equipment or programming associated with or utilized in the Sweepstakes;
- (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or

disconnections in phone lines or network hardware or software;
(c) unauthorized human intervention in any part of the entry process or the Sweepstakes;
(d) technical or human error which may occur in the administration or operation of the Sweepstakes; or
(e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Participant's participation in the Sweepstakes or receipt or use or misuse of any prize.

10.2. If for any reason a Participant's Credits or winning play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Participant's sole remedy is replacement by Sponsor/Promoter of an equivalent amount of Credits.

11. DISPUTES

Clause 24 of the T&Cs (Dispute Resolution and Agreement to Arbitrate on an Individual Basis) is incorporated herein by reference with the same force and effect as though fully set forth herein. By agreeing to these Sweeps Rules, you agree to be bound by the dispute resolution and arbitration provisions contained in clause 24 of the T&Cs.

12. OTHER

12.1. Under no circumstances will any Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes), and the Participant further waives all rights to have damages multiplied or increased. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you.

12.2. All issues and questions concerning the construction, validity, interpretation and enforceability of these Sweeps Rules, or the rights and obligations of the Participant and Sponsor/Promoter in connection with the Sweepstakes, are governed by, and construed in accordance with, the laws of the State of Pennsylvania, without giving effect to any choice of law or conflict of law rules (whether of the State of Pennsylvania or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Pennsylvania.

12.3. To ensure fairness and the integrity of the promotion to all Participants, the Sponsor/Promoter will respond to customer questions via a "Jessica Shaw Games" affiliated Facebook page.

12.4. Any Participant posting or seen to be posting comments on Sponsor's/Promoter's Facebook page(s) or elsewhere during the promotion that are considered bullying, spiteful or upsetting to other Participants, players and fans of "Jessica Shaw Games" and affiliates or directly aimed at the Sponsor/Promoter, will have their comments removed and will be disqualified from the Sweepstakes. The Sponsor/Promoter reserves the right to alert Facebook to any such behavior and the Participant may have his/her Facebook account frozen pending investigation.

13. PARTICIPANT'S PERSONAL INFORMATION

13.1. Information collected from Participants is subject to the Sponsor's/Promoter's Privacy Policy which is available at <https://jessicashawgames.com>.